

Exhibit 4

Frank Russo Declaration

5. Additionally, I am aware that contracts for the following clients request cell phone contact numbers from applicants: Gold's Gym; World Gym Health Clubs; GMAC; Toyota; Honda; Hyundai; BMW; Volkswagen; and US Bank.

6. When FCS seeks to collect a debt for a creditor, it may call the debtor at the number provided by the creditor and it may call the debtor at other number it has obtained (from the debtor or from a third party skip tracer).

7. During the relevant time period of the proposed class, January 1, 2010 and February 28, 2011, FCS called 6,381 cell phone numbers in Illinois. Of those numbers, 6,127 were provided to FCS by the underlying creditors. As detailed, below, a majority of the cellular numbers that FCS called were provided to FCS by the underlying creditor.

8. All of the numbers that FCS calls will be recorded in FCS's collection database. FCS's collection database does not always show the source from which it obtained every number it calls or whether every such number is assigned to a cell phone or landline.

9. From time to time, FCS may call numbers which were at one time associated with the debtor but have since been retained by related or unrelated third parties. For example, I am aware that debtors have provided their cell phone numbers to our clients, but at a later point in time the debtor gives his or her cell phone to a relative to use. At other times, FCS has learned that the particular phone number was no longer being used by the debtor and that the number was transferred to an unrelated third party. Under either scenario, the person on the receiving end of a phone call from FCA may report that FCS called the "wrong number" call.

10. To identify potential class members to this action, FCS utilized cell phone "scrubbing" software in an attempt to identify non-manual calls to cellular phones with Illinois area code numbers during the relevant time period, January 1, 2010 to February 28, 2011. This

process allowed FCS to *potentially* identify the number that are currently identified as cell phones by scrubbing software at the time the scrub was performed.

11. Because the scrubbing software works off of a database of numbers that are currently identified as cellular phone numbers, FCS cannot go back in time to determine if a number that is currently identified cellular phone was identified as a cellular phone *at the time the calls were placed* to the particular phone number. Notably, FCS made multiple calls over the over one year time period of the class.

12. Based upon my experience, it is possible that a call may have been placed to a land/residential line, and that future calls to the same number may have contacted a cellular number which was the product of “porting” the residential number to a cellular phone account. FCS is not aware of any scrubbing software which can go back to the time that the calls were placed to identify whether the call was placed to a ported cellular phone.

13. For certain accounts, FCS called multiple numbers provided by and/or associated with a debtor, any number of which may have been subsequently “ported” (at any point in time) to a cellular phone *after* the number was provided to the creditor and/or FCS.

14. The scrub function cannot identify the owner or subscriber of a particular cellular phone at any point in time.

15. For these reasons, FCS is unable to determine if a currently identified cellular phone was a cellular phone or a residential phone at the time FCS called the number.

16. I am aware that FCS has called numbers that were identified by creditors as numbers belonging to a debtor and that FCS has been told that the call had reached a “wrong number.” Under these circumstances, FCS does not ask for the name or address of the alleged “wrong party.” Accordingly, if FCS called a wrong party’s cellular phone, FCS does not have the ability to identify the recipient of the call.

17. I am aware that debtors have contacted both FCS and the underlying creditor to dispute debts and in many circumstances, the debtors have identified cellular phones as contact numbers. (See Exhibit C). In these circumstances, unless the debtor has asked FCS to cease efforts, FCS will call numbers that are provided by debtors.

18. I am aware the debtors have spoken with collectors from FCS during calls placed by collectors or calls returned by debtors and in these circumstances debtors have provided cellular numbers as primary contact numbers.

19. The circumstances outlined in paragraphs 8-18 prevent FCS from being able to readily determine whether a call was placed to a cellular telephone without the consent of the debtor.

20. In a majority of cases, FCS does not have the underlying contract in its possession when it contacts a debtor. Rather, FCS must ask the creditor to transmit the file. The collection of such contracts is a time-consuming process. I estimate that a manual review of each file can take between 4 and 45 minutes depending on the amount of information in the file (auto loans taking up to 45 minutes due to the amount of paper work). If a debtor has disputed a debt, it may take longer to review the creditor file.

21. For cases where FCS may have obtained the cell phone number during the course of collection work (voluntarily from a debtor or via after acquired consent), I estimate that it would take between 5 to 30 minutes to review collection notes for each file to determine in which manner FCS obtained a particular cellular number. The length is based on the number of contacts between the debtor and FCS which are reflected in the account notes. If a debtor has disputed a debt, it may take longer to review FCS's records based upon the increase in contacts that need to be reviewed.

22. I am aware that this case involves the collection of a debt allegedly owed by Plaintiff Vito Pesce to Nuvell/GMAC in relation to an auto lease Mr. Pesce contracted with Saab.

23. When Nuvell/GMAC transmitted this account for collection to FCS, it provided two numbers as Plaintiff's contact number: 847-XXX-9705 and 312-XXX-1331. *See* Exhibit D placement records and Exhibit E (GMAC code sheet identifying 166-181 as the code from a home number).

24. I have examined FCS's collection records (attached as Exhibit F). These records demonstrate that FCS attempted to call Mr. Pesce's alleged cell phone (847-XXX-9705) three times. The first attempt was on 3/1/2010 (via dialing software), the second attempt was on 3/16/2010 (via Livevox dialing software), and the third attempt was on 3/23/2010 (manual dial).

25. FCS's collection records demonstrate and FCS did not skip trace or call capture Mr. Pesce's alleged cellular telephone.

26. I have examined Nuvell/GMAC's records (attached as Exhibit G). I am familiar with Nuvell/GMAC's records through prior collections of Nuvell/GMAC accounts.

27. The records do not evidence any efforts by Nuvell/GMAC to call skip trace or call capture Mr. Pesce's alleged cellular telephone. Rather, the records show an entry on July 21, 2006, there is an entry which states that the debtor or someone on his behalf contacted Nuvell/GMAC to inquire about whether an electronic payment was received. Nuvell/GMAC's collection notes reflect that the debtor or someone on his behalf asked Nuvell/GMAC to contact the debtor to confirm the receipt of payment. The number identified by the party that called into Nuvell/GMAC is identified as 847-XXX-9706.

/s/ Frank Russo

Frank Russo

Dated: September 8, 2011

Exhibit A

World Gym Health Clubs

1000 Maple Ave. Downers Grove IL 60515 630-964-7539

277 8639

MEMBERSHIP APPLICATION AND AGREEMENT

BUYER'S NAME (Print) John D. [REDACTED] Birth Date 2/6/73

BUYER'S HOME ADDRESS PLAINFIELD IL 60541
CITY STATE ZIP CODE

MEMBER'S NAME (if different from BUYER'S) Birth Date

Additional Members Name (if Different) Birth Date

Additional Members Name (if Different) Birth Date

IN CASE OF EMERGENCY, PLEASE CONTACT: Mimi D. [REDACTED] Name

Home Phone 815-747-7478 Cell/Work Phone 708-607-6072

BUYER'S e-mail john@yaho.com

Club Joining

☐ Norridge (5103) ☐ Westmont (9090)

☐ Elgin (9044) ☐ Montgomery (6556)

☒ Plainfield (9046) ☐

Day Phone 708-607-6072 Evening Phone 815-747-7478

I (We) wish to purchase a P Promo Membership.

Enrollment Fee: 25

Administrative Fee: 10.00

1st Month Payment N/A

TOTAL DUE 35

Monthly Payments 11.40

Agreement begins on: 12/1/09

Agreement expires on: 12/1/10

RENEWAL TERMS

☒ An annual membership rate guarantee fee of \$29.99 will be billed each year of your monthly membership, on or around the first of 12/10 to the account on file. In order to cancel the billing of this annual fee, the club requires written notice and cancellation of your membership on or before the 1st of the previous month.

☐ Roll over to open-end / month-to-month at \$ 11.40 per month, starting 12/1/09
(Monthly Members only)

Member Initials [Signature]

MONTHLY PAYMENT AUTHORIZATION

I, John D. [REDACTED], authorize my bank to make my payment by the method indicated below and post it to my account.

☒ Visa ☒ Mastercard ☐ Amex ☐ Discover Account No: [REDACTED] Exp. Date: [REDACTED]

☐ Checking Account (must attach voided check) Routing No: [REDACTED] Account No: [REDACTED]

WAIVER AND RELEASE OF LIABILITY

1440 Fitness, Inc d/b/a World Gym Etal (the "Club") urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and the Club shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use of member of the services, facilities, and premises of the Club. Member hereby holds the Club, its officers, owners, agents and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims including, but not limited to, environmental, theft and contagion risks.

I hereby apply for membership at 1440 Fitness, Inc d/b/a World Gym Etal. Upon acceptance of this application by the Club, I hereby agree to and accept the terms and conditions of the membership agreement printed on the front and reverse side of this application. I understand that this application is subject to the review and approval of the Club management. I understand that my membership may be suspended or terminated by the Club if I am in violation of the club rules, regulations and policies, conduct myself in a manner which management deems inappropriate or disruptive or make false representations of information contained in this application. I will not be entitled to any refund of initiation fees or dues paid up to the date of termination. Upon termination, I am responsible for any outstanding balance due.

BUYER'S Signature [Signature] Member's Signature Andy Myers Date 10/21/09
Club Representative sign print

World Gym Health Clubs 1000 Maple Ave. Downers Grove IL 60515 630-964-7539 wgc@corpoffice@aol.com

A franchisee of World Gym International, Inc. This gym is independently owned and operated

T12721

This Membership Agreement ("Agreement") for the type of membership indicated on the reverse is between 1440 Fitness, Inc. d/b/a World Gym Etal (the "Club") and the undersigned ("Applicant"). By signing this Agreement, I agree that I will be bound by the provisions on the face of this agreement, the additional provisions on the reverse, the Rules of the Club, as now in effect and as from time to time amended by the Club, and such rules as may from time to time be posted at the Club, all of which are incorporated by reference to this Agreement.

1. **Membership.** Your membership is a contractual privilege to use the facilities from time to time offered by the Club to members of your class of membership during the Club's hours of operation. The Club reserves the absolute right to initiate, change or eliminate facilities, services and programs and to change its hours of operation. Your membership does not entitle you to any interest in the Club or its property, and confers no right to participate in the management or operation of the club.

2. **Initial Investment.** Except as otherwise provided in this application, your initial investment is non-refundable. Your initial investment is not a pre-paid sum for services; it merely entitles you to buy services by paying dues and other applicable charges.

3. **DUES.** Your dues must be paid through the Club's electronic funds transfer (EFT) program. Dues for the month in which you join will be prorated and are due in advance at the time of application along with all other amounts then due. You agree to sign and deliver such further documents may be necessary to set up the payment of your dues and other charges through EFT or buy such other means as the Club may establish. The Club reserves the right to utilize EFT and credit cards listed on your membership application for collection of past due balances. A \$29.00 fee will be charged for any returned dues. A \$9.00 late will apply after 7 business days of any dues. A \$25.00 manual charge will apply for any account that is not on the club's EFT program. The Club reserves the absolute right to increase your dues. If any payment of dues or other charges is not made on time, the Club may, but is not obligated to, terminate your membership by giving you written notice of such termination and you shall immediately surrender your copy of this agreement and your membership card to the Club. If the Club has to take action to collect any amounts due from you, you agree to pay all costs of such action, including, but not limited to, attorney's fees, returned check charges and administrative costs. Until the Club has been duly notified of the termination of your membership and until your copy of the Agreement and your membership cards are surrendered, dues will continue to be charged to your account. The obligation to pay dues is not dependent upon the availability of all of the Club's facilities. Events, parties, repairs and/or maintenance of the facilities may make it necessary for the Club to restrict use of one or more of the facilities or to temporarily close the Club which will not reduce or suspend the member's obligation for payment of dues.

4. **Suspension/Termination.** After 12 months of membership, you can resign your membership by giving thirty (30) days advance written notification to the Club via the Club Resignation Form and surrendering your membership card(s) and paying all unpaid dues and other charges owed to the Club. Such resignation shall not be deemed effective until after the expiration of the thirty (30) day notice period and receipt of your membership card(s) and after all required payments have been made to the Club. Subsequent to your resignation, you shall not be subject to any further dues or other charges. The Club can suspend or terminate your membership at any time for any breach of this application or for any violation of the Rules of the Club by giving you written notice of such termination. The Club can also terminate your membership at any time for any reason by giving you written notice of such termination. If the Club terminates your membership, you must immediately surrender your membership card(s) and your copy of this application, and you will remain liable for any unpaid dues and other charges against your account. The membership of any member who is thirty (30) days in arrears in his/her account to the Club may, at the option of the Club, be terminated by the club

without notice.

5. **Transferability.** WORLD GYM MEMBERSHIPS ARE NOT TRANSFERABLE TO OTHER WORLD GYMS. You may, however, work out at other World Gyms while traveling, such visits need to be limited to 14 days per year per gym. You must present your current membership card or a World Gym Travel Pass.

6. **Disclaimer of Liability.** You represent that (a) you understand that use of the Club's facilities, services, programs and premises includes an inherent risk of injury to persons and property; (b) that you are in good physical condition and have no disability, illness or other condition that could prevent you from exercising without injury to yourself or impairing your health and (c) that you have consulted a physician concerning an exercise program that will not risk injury to yourself or impairment of your health. Such risk of injury includes, but is not limited to, injuries arising from use by you or others of exercise equipment and machines, injuries arising from participation by you or others in supervised or unsupervised activities or programs throughout the Club, injuries and medical disorders arising from exercising at the Club such as heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligaments, among others and accidental injuries occurring anywhere in the Club including, without limitation, locker rooms, showers, dressing rooms, volleyball/basketball courts, pro shop or juice bar. If you have any special exercising requirements limitations, you agree to disclose them to the Club when seeking help in establishing an exercise program. You hereby agree that all the exercises and use of the Club's facilities, services, programs, and premises and undertaken by you at your sole risk. You hereby release and hold the Club and its owners, employees and agents harmless from and hereby assume all responsibility for all claims, demands, injuries, damages, actions or causes of action whatsoever, to person or property, arising out of or connected with your use of the Club's facilities, premises, services or programs.

7. **Cancellation and Refund Policy.** This agreement may be cancelled by the customer within three (3) business days after the first business day after the contract is signed by the customer. All monies paid pursuant to said contract shall be refunded to the customer. Business day means any day on which the facility is open for business. The customer purchasing a membership prior to the Club being open for business at the time the contract is signed shall have seven (7) calendar days in which to cancel and receive a full refund of all monies paid.

If a customer relocates to a residence farther than twenty (20) miles from any of the Club's facilities, the customer may cancel the contract by notifying us in writing that you have moved. You must provide copies of your utility bills or other evidence of your new home address. We will then cancel your membership upon payment of a 2-month membership fee or a \$100.00 cancellation fee, whichever is greater.

If the customer, because of death or disability, is unable to use or receive all services contracted for, the customer or his estate, as the case may be, shall be liable for only that portion of the charges allocable to the time prior to death or onset of disability. The Club shall in such event have the right to require and verify reasonable evidence of such death or disability.

Any cancellation pursuant hereto shall be made in writing and delivered by certified or registered mail to the World Gym Corporate Office listed on the bottom of this page at the address specified in the contract. All refunds to which a customer or his/her estate is entitled shall be made within thirty (30) days of receipt by the Club of the notice of cancellation.

You may terminate your contract at anytime without cause. The fee to cancel is \$200.00 plus a \$25.00 administrative fee.

In the event the facility and services contracted for are not available within twelve (12) months of the date the contract is entered into, the contract may be cancelled at the option of the customer, and all payments shall be refunded within thirty (30) days of receipt of the cancellation notice.

Exhibit B

Exhibit C

FACT SHEET

CRS #: W49847
 Name: [REDACTED], ROBERT
 Address: [REDACTED] RD
 City/State: CRYSTAL LAKE, IL 60012
 Home Phone: (815) [REDACTED] 4626
 Work Phone: (815) [REDACTED] 7987
 Soc Sec No: [REDACTED]
 Employer:

 Status: 17 CALLS BEING MADE
 Coll Unit: ART NEW ACCOUNTS FOR ART
 Date Last: 03/03/11
 Activity Code: NU NOT USED
 PREV DB #

Client #: GMACAL-1
 ALLY FORMERLY KNOWN AS GMA
 Acct #: [REDACTED]
 Regarding:
 Amt Referred: 611.80
 Current Bal: 611.80
 Comm Rate: 18.000000%
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.000000%
 Interest Amt: 0.00
 Date Received: 07/25/11

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-----PAYMENTS-----TRANSACTIONS-----
--Date--      Amount      Code      Rate  --DATE--      TIME  AC/RC  ----COMMENT---- ID
07/25/11      0.00      97
07/25/11 15:11 CC/CC WP-8153224007 LH3
07/25/11 15:16 CC/CC VIEWED ACCOUNT LH3
07/25/11 15:17 CC/CC VIEWED ACCOUNT LH3
07/25/11 16:37 BT/CC SYS
07/25/11 16:37 CC/CC SYS
07/26/11 08:53 CC/CC SYS
07/26/11 08:53 CC/CC SYS
07/26/11 08:53 CC/CC SYS
07/26/11 08:57 SN/1 SYS
07/26/11 13:35 CC/CC VIEWED ACCOUNT SN0
07/26/11 13:46 TR/AM LM F SN0
07/26/11 13:46 TR/AM LM SN0
07/26/11 13:55 CC/CC VIEWED ACCOUNT SD2
07/26/11 13:58 CS/11 SD2
07/26/11 14:16 CC/CC VIEWED ACCOUNT JF0
07/26/11 14:43 CC/CC VIEWED ACCOUNT LH3
07/26/11 15:14 CC/CC VIEWED ACCOUNT LH3
07/26/11 16:28 CC/CC VIEWED ACCOUNT DM0
07/26/11 16:03 TO/AM GLO
                                8154774626
07/26/11 14:38 TO/AM GLO
                                8154774626
  
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Date Printed: Jul 27, 2011

-----PAYMENTS-----				-----TRANSACTIONS-----			
--Date--	Amount	Code	Rate	--DATE--	TIME AC/RC	-----COMMENT-----	ID
				07/27/11	14:56	IC/HT	FD1
				07/27/11	14:56	MR/MR	FD1
				DIDNT HAVE ALT NUMBER STATED 949			
				3687 IS WORK NUMBER THAT <u>GET</u>			
				<u>FWDED TO CELL AND THAT IT WAS OK TO</u>			
				<u>CALL HIM ON THIS NUMBER</u>			
				07/27/11	14:57	CC/CC HOME PHONE	FD1
				07/27/11	14:57	CC/CC EMPLOYER	FD1
				07/27/11	15:05	CC/CC VIEWED ACCOUNT	RH0
				07/27/11	15:11	IC/MC	RH0
				BREWER -- ICC WAS DTR FROM 949 981-			
				3687 HE AGREED TO DO SIF 425.00 BUT			
				THEN ASKED WHAT WOULD BE THE IMPACT			
				ON HIS CBR - I EXPLAINED AS BEST I			
				COULD HE AGRTED TO CB IN FEW MINUTE			
				S TO DO CREDIT CARD PYM			
				07/27/11	15:11	CC/CC	RH0
				CB CHANGE 07-28-11 TO 07-29-11			
				07/27/11	16:07	TA/TY3	EV2

Date Printed: Jul 27, 2011

[REDACTED]
Arlington, VA 22203

SENT VIA CERTIFIED MAIL
January 28, 2011

Mr. David Fowler
Executive Vice President of Operations
Gold's Gym International
125 East John Carpenter Freeway, Suite 1300
Irving, Texas 75062

Dear Mr. Fowler:

We are in receipt of your 4"x6" postcard addressed to [REDACTED]. Although the post card (a copy of which is attached) is dated "12/16/2009," it is not postmarked, and we only recently received it. It states, in barely legible, 7 or 8 point type, your intent to increase John's monthly dues by \$4 per month.

When we enrolled as members of Gold's Gym, we signed a written agreement that Gold's Gym prepared, and also received oral assurance from a Gold's Gym spokesperson at the time of contracting, that our monthly membership fees would never increase in our lifetimes. In consideration for this lifetime maximum membership fee, we each paid significant enrollment fees to Gold's Gym at the time of contracting. We do not consent to changing the agreement at this time. Increasing John's membership fees by \$4 per month (or any other amount) violates the terms of your agreement with us.

Moreover, we note that you have debited our joint checking account, on a number of occasions in recent months, without first obtaining our consent, a monthly, per person fee of \$36.95 each (i.e., \$7 more per month, per individual than the \$29.95 monthly fee to which we agreed – or a total of \$14 per month more than we have authorized). We respectfully request that you adhere to the terms of the contract that Gold's Gym drafted and executed with us and immediately reimburse our checking account any amounts you charged in excess of our \$29.95 monthly, per individual membership fee.

If you have any questions about our contract, you can reach either of us at the address above or by phone at 202-[REDACTED]-0210 or -0701 (cell). (To avoid future misunderstandings, we respectfully urge that, in the future, you communicate any requested changes in our agreement with Gold's Gym via first-class mail.)

Sincerely,

Andy E. Forten
[REDACTED]

John C. Fort
[REDACTED]

Exhibit D

WORK P4
182-193

7/12/11 - CU

VS4318

GMACAL1

Ch2

Dear Sir's

06/23/2011

This letter is to inform you that I am disputing the debt of \$879.13 that was added to my account after we returned our lease vehicle to Moran Chevrolet. The basis of this dispute is that this vehicle was returned in pristine condition including tire wear, paint and mileage, inside and out ! We were shocked when we were notified that they felt there was excessive wear an we owed money. Totally untrue, ALLY formerly known as GMAC should have sent us a reimbursement check because the vehicle was in such great condition! Please advise me and my wife if there is any possible way to confirm my information because we truly want to clear up this misunderstanding! Thank you very much...

You can reach me on my cell phone (586) [REDACTED]-3988 any time after 4:00 pm

Sincerely I [REDACTED] III

REF. Account : V 5 4 3 1 8

[Faint, illegible text, likely a carbon copy or bleed-through from the reverse side of the page.]

FACT SHEET

CRS #: W42468
 Name: [REDACTED]
 Address: [REDACTED]
 City/State: [REDACTED], CA 91711
 Home Phone: (000) 000-0000
 Work Phone: () 626-3581
 Soc Sec No: 000-00-0000
 Employer:

Client #: GMACAL-1
 ALLY FORMERLY KNOWN AS GMA
 Acct #: [REDACTED]
 Regarding:
 Amt Referred: 3062.88
 Current Bal: 3062.88
 Comm Rate: 18.000000%
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.000000%
 Interest Amt: 0.00
 Date Received: 07/18/11

Status: 99 PROMISE TO PAY
 Coll Unit: BM2 PIETER BMWET2 ABCDE
 Date Last: 11/10/10
 Activity Code: NU NOT USED
 PREV DB #

** Promise to Pay \$500.00 On 07/29/11 **

--- Comaker Info ---

Type: V - CO-OWNERS
 Name: [REDACTED]
 Address: [REDACTED]
 City, St: [REDACTED] CA 91711
 Phone (H) (909) [REDACTED] 3581 (W) (909) [REDACTED] 3581
 Comment: RELATION TO ACCOUNT CODE 2

Master #: W42468-2
 Status: 10 NEW ACCOUNT
 Employer:
 SS#: [REDACTED]
 Birthday: 02/01/54

=====

CMKR DEBORAH FITCH
 OK TO CALL CELL
 909-262-5679

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-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	----COMMENT----	ID
07/18/11	0.00	97		07/18/11	15:37	TE/LM		LH3
						RECP SD D BCK IN 2HRS		
				07/18/11	15:37	CC/CC S		LH3
				07/18/11	15:37	CS/11		LH3
				07/19/11	08:50	BT/CC		SYS
				07/19/11	08:50	CC/CC		SYS
				07/19/11	08:54	SN/1		SYS
				07/19/11	16:54	AS/CC		SYS
				07/19/11	16:54	AS/CC		SYS
				07/18/11	14:47	TO/LC		GLO
							909 [REDACTED] 3581	
				07/19/11	10:58	CO/DN		GLO
							909 [REDACTED] 3581	
				07/19/11	10:25	CO/DN		GLO
							909 [REDACTED] 3581	

-----PAYMENTS-----				-----TRANSACTIONS-----				
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT-----	ID
				07/19/11	13:39	TO/LC		GLO
							909[REDACTED]3581	
				07/20/11	17:05	TO/LC		GLO
							909[REDACTED]3581	
				07/20/11	14:00	TO/LC		GLO
							909[REDACTED]3581	
				07/20/11	17:55	CO/DN		GLO
							909[REDACTED]3581	
				07/21/11	14:35	TO/LC		GLO
							909[REDACTED]3581	
				07/21/11	16:20	TO/LC		GLO
							909[REDACTED]3581	
				07/24/11	18:11	TA/ART		FD1
				07/24/11	18:44	TA/ ZZF		FD1
				07/22/11	14:04	TO/LC		GLO
							909[REDACTED]3581	
				07/25/11	16:38	TA/ ZZA		FJR
				07/26/11	18:10	CC/CC WP-909[REDACTED]3581		PW1
				07/26/11	18:10	TE/PP		PW1
	500.00			ON 07-29-11				
				TT CMKR ADVSD BAL CLIENT SHE STD				
				SHE WAS PYNG 500 MNTH ADVSD HER IN				
				ART OFFICE NOW CANT SIF SO SHE				
				AGREED TO DO 500 MNTH WITH ART GAVE				
				HER ALL THE INFO DB REFUSED TO DO				
				CHK BY PHONE WILL OVERNIGHT FRST				
				PAY TOMR AND WILL MAIL OTHERS ON				
				TIME TILL PIF ASKD FOR ALT NMBR SHE				
				STD YES CALL HER CELL NOT POB HER				
				CELL 909-[REDACTED]-5679				
				07/26/11	18:13	TA/ GM1 FROM LIST		CM2
				07/25/11	10:21	CO/DN		GLO
							909[REDACTED]3581	
				07/25/11	13:49	TO/LC		GLO
							909[REDACTED]3581	
				07/26/11	14:20	TO/LC		GLO
							909[REDACTED]3581	
				07/27/11	09:01	CC/CC VIEWED ACCOUNT		PW1

Date Printed: Jul 27, 2011

Exhibit E

New Assignment Account Information Record

The Download **A** Account Record follows the Header Record in the download. At least one Account Record is required in a download new assignment file. There is only one occurrence of this record per account. The Download Account Record assigns the account to the partner. The record is not transmitted again except when the GMAC has recalled the account and subsequently reassigned it to a new partner.

 **Please Note:** There is a formatting/field use change detailed in RED

New Assignment Account Information Record			
Record Position	Field Name	Field Length	Comments
001-020	Account Number	X (20)	
021-021	Record Type	X (01)	A = Cardholder Record
022-023	Sequence Number	X (02)	00 = Master Record
024-027	Title	X (04)	Blank
028-028	Customer Type	X (01)	I = Individual C = Corporate
029-068	Name	X (40)	Individual Name (Last (25) First (15))
069-093	Account Address 1	X (25)	
094-118	Account Address 2	X (25)	
119-138	City	X (20)	
139-153	County	X (15)	
154-155	State	X (02)	
156-165	Zip-Code	X (10)	
166-181	Home Phone Number	X (16)	10-character field
182-197	Work Phone Number	X (16)	10-character field
198-205	Birth Date	X (08)	CCYYMMDD
206-245	Employer's Name	X (40)	
246-285	Employer's Address	X (40)	
286-289	Loan Type Code	X (04)	
290-295	Lending Officer Code	X (06)	Portfolio or Division Number
296-305	User Field	X (10)	Space filled
306-309	DPS ID/Recoverer Code	X (04)	The code assigned to identify Agency/Attorney
310-325	Dealer Code	X (16)	
326-329	Charge-off Reason Code	X (04)	
330-332	Account Status	X (03)	
333-336	Interest Rate	X (04)	
337-337	Filler	X (01)	Space filled
338-339	Financial Institution Code	X (02)	NEW FIELD
340-351	Financial Institution Description	X (12)	NEW FIELD
352-353	Filler	X (02)	Space Filled

Exhibit F

FACT SHEET

CRS #: Q47679
 Name: PESCE, VITO A
 Address: [REDACTED]
 City/State: [REDACTED] IL 60156
 Home Phone: (000) 000-0000
 Work Phone: (000) 000-0000
 Soc Sec No: [REDACTED]
 Employer:

Status: 57 RECALL BY CLIENT
 Coll Unit: CLO ALL CLOSED ACCOUNTS
 Date Last: 02/25/10
 Activity Code: NU NOT USED
 PREV DB #

Client #: GMACNV-1
 NUVELL CREDIT COMPANY
 Acct #: [REDACTED]
 Regarding: PESCE VITO A
 Amt Referred: 6567.75
 Current Bal: 5611.62
 Comm Rate: 18.00000%
 Costs: 0.00
 Ck Chg/Fee: 0.00
 Other 0.00
 Interest Rate: 0.00000%
 Interest Amt: 0.00
 Date Received: 02/25/10
 ***** RETURNED *****

```

=====
-----PAYMENTS-----TRANSACTIONS-----
--Date--      Amount      Code      Rate  --DATE--      TIME  AC/RC  ----COMMENT---- ID
05/07/10      -956.13      43GM4    100.0%  02/25/10  10:47  CC/CC                      ST1
02/25/10           0.00          97          CLNT CODE-GMACLL1 - CBR5018216
                                02/25/10  10:47  CC/CC                      ST1
                                CLNT CODE-GMACLL1 - CBR5018216
                                02/25/10  11:44  CS/10                      ST1
                                02/25/10  11:44  TA/ART                     ST1
                                02/25/10  11:44  CS/10                      ST1
                                02/26/10  13:17  CS/34                      ST1
                                02/26/10  13:17  TA/      110              ST1
                                02/26/10  13:17  CS/34                      ST1
                                02/26/10  16:43  CC/CC                      SYS
                                TRANS UNION SCRUB
                                02/26/10  16:44  CC/CC                      SYS
                                TRANS UNION SCRUB
                                03/01/10  08:54  AS/CC                      SYS
                                03/01/10  08:54  AS/CC                      SYS
                                03/01/10  08:54  CS/11                      SYS
                                03/01/10  08:55  BT/CC                      SYS
                                03/01/10  08:55  CC/CC                      SYS
                                03/01/10  08:58  CC/CC                      SYS
                                03/01/10  08:58  CC/CC                      SYS
                                03/01/10  08:58  CC/CC                      SYS
                                03/01/10  13:43  TR/LC                      DLR
                                847[REDACTED]9705 ARTFULL
                                03/02/10  14:34  RN/1    03-02-10              LH1
  
```

Q47679 PESCE, VITO A

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-----PAYMENTS-----				-----TRANSACTIONS-----			
--Date--	Amount	Code	Rate	--DATE--	TIME	AC/RC	-----COMMENT----- ID
				03/02/10	14:51	CC/CC	LH1
				NEXT CALLBACK INCREASE BY 1 DAYS			
				03/02/10	14:51	IC/HT	LH1
				RMM VIAG, SD THT HE NVR HRD OF THS			
				WLL PY IF HE GTS INVCE, SD HAS			
				GREAT CRDT IF RPRTD WLL NVR PY			
				03/02/10	14:53	CS/17	LH1
				03/03/10	11:27	SN/1	LH1
				03/04/10	13:43	TA/ART	FJR
				03/09/10	13:06	NT/NT	MM3
				03/09/10	13:06	CC/CC	MM3
				03/09/10	13:11	CS/97	MM3
				03/09/10	13:13	TR/MC	MM3
				DTR VAIG MM DTR STT HE NEVER			
				DID BUSINESS WITH NUVELL OR			
				GMAC AND THIS BILL OVER 3 YRS			
				OLD DTR STT HE WILL ONLY PAY			
				THIS IF HE CAN SEE A BILL THAT			
				SHOWS DETAILS ON WHAT HE OWES			
				.. DTR STT HIS ATTY WILL SEND			
				US A LETTER REQUESTING THE			
				DETAIL DTR REFUSE TO GIVE			
				03/11/10	14:03	SN/G7	ROO
				03/16/10	13:49	IC/MC	SW0
				RD MIMI VAIF D CALLED IN TO FIND			
				OUT IF PACKET WAS MAILED TO HIM			
				CONTAINING LICENSE TO COLLECT IN			
				ILL DOCS SHOWING WHAT HIS CHARGES			
				ARE FOR ETC.. ADV HIM WILL HAVE			
				PERSON HANDLING ACCT GIVE HIM A			
				CALL BACK			
				03/16/10	20:56	TO/NA	LVX
				847	9705	3-15-2010 12 24	
				03/19/10	10:59	CC/CC HP-8478099705	MM3
				03/19/10	10:59	CC/CC WP-3128221331	MM3
				03/19/10	11:00	IC/MC	MM3
				THIS DEBT IS TRYING VERY			
				HARD TO GET A CASE GOING ...			
				03/20/10	07:50	TO/MH	LVX
				847	705	3-19-2010 10 56	
				03/23/10	11:20	CL/CL	RMS
				TELEPHONE OTHER MESSGE HEARD-NO RESP			
				03/23/10	11:20	CL/CL	RMS
				8478	705	3-19-2010 10 56	
				03/26/10	12:26	CL/CL	RMS
				ANNUAL PRIVACY LTR			
				03/26/10	12:44	CS/35	TP2
				03/26/10	12:44	MR/CO	TP2
				RCVD CORR VIA USPS DISPUTES DEBT			
				03/30/10	08:38	CO/CO	JN5
				RECD CORR WANTS DOCWS AND DISPUTES			
				DEBT REFG TO COLL TO PULL DOCS			
				03/30/10	08:38	CS/65	JN5
				03/30/10	08:38	CC/CC	JN5

Q47679 PESCE, VITO A

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-----PAYMENTS-----				-----TRANSACTIONS-----			
--Date--	Amount	Code	Rate	--DATE--	TIME AC/RC	-----COMMENT-----	ID
						CB CHANGE 03-20-10 TO 03-31-10	
				03/31/10	09:14	NT/NT	MM3
						WILL PULL DOCS AFTER EOM	
				03/31/10	09:14	CC/CC NOTE ONLY	MM3
				03/31/10	10:00	CC/CC HP-1478099705	RMS
				04/05/10	17:49	CC/CC	JN2
						CB CHANGE 04-01-10 TO 04-12-10	
				04/13/10	11:03	CS/97	MM3
				04/13/10	11:04	NT/NT	MM3
						WILL NOT BE ABLE TO GET DOCS	
						US	
				04/13/10	11:04	CC/CC NOTE ONLY	MM3
				04/13/10	11:04	CC/CC	MM3
						CB CHANGE 04-14-10 TO 04-28-10	
				04/23/10	12:29	CL/CL	RMS
						PDP ML COPY CONTRAC HERE-ATTN MAC.MA	
						S523	
				04/28/10	10:26	TO/AM	DLR
				773		6096 GMACFULL	
				05/05/10	11:21	TO/AM	DLR
				773		6096 GMACFULL	
				05/05/10	13:00	CL/CL CRED BUR DSPT	RMS
				05/07/10	12:02	CL/CL	RMS
						REC D VALIDATI REQ FROM CUSTOMER.MA	
						S523	
				05/15/10	15:02	TO/AM	DLR
				77		6096 GMACFULL	
				05/20/10	13:38	CL/CL CRED BUR DSPT	RMS
				05/22/10	15:16	TO/AM	DLR
				77		6096 GMACFULL	
				05/25/10	10:48	CL/CL	RMS
						TELEPHONE OTHER ANSW MACH MESSAGE	
				05/27/10	16:54	TO/AM	DLR
				77		6096 GMACFULL	
				05/29/10	15:45	TO/AM	DLR
				773		6096 GMACFULL	
				06/01/10	18:41	CL/CL	RMS
						RETURN MAIL NO FORWARD ADDRESS GIP67	
						5	
				06/02/10	11:51	CL/CL CRED BUR DSPT	RMS
				06/05/10	15:46	TO/AM	DLR
				773		6096 GMACFULL	
				06/07/10	15:23	TA/ GM4	FJR
				06/08/10	13:01	CL/CL	RMS
						TELEPHONE OTHER ANSW MACH MESSAGE	
				06/11/10	11:04	CC/CC VIEWED ACCOUNT	JH1
				06/14/10	09:29	TR/LB	JH1
				06/14/10	09:29	CC/CC	JH1
						CB CHANGE 06-14-10 TO 06-24-10	
				07/08/10	12:59	CC/CC	JH1
						NEXT CALLBACK INCREASE BY 3 DAYS	
				07/08/10	13:00	TR/NA	JH1
				07/08/10	13:00	CC/CC	JH1
						CB CHANGE 07-11-10 TO 07-14-10	

Q47679 PESCE, VITO A

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-----PAYMENTS-----				-----TRANSACTIONS-----			
--Date--	Amount	Code	Rate	--DATE--	TIME AC/RC	-----COMMENT-----	ID
				07/27/10	09:28 CC/CC		JH1
					NEXT CALLBACK INCREASE BY	3 DAYS	
				07/27/10	09:28 TR/NA		JH1
				07/27/10	09:28 CC/CC		JH1
					CB CHANGE 07-30-10 TO 08-03-10		
				08/10/10	12:51 TO/AM		DLR
				773	096 GMACFULL		
				08/14/10	17:18 TO/AM		DLR
				77	096 GMACFULL		
				08/17/10	13:12 CL/CL		RMS
					TELEPHONE OTHER ANSW MACH MESSAGE		
				08/23/10	10:47 CC/CC		JH1
					NEXT CALLBACK INCREASE BY	3 DAYS	
				08/23/10	10:48 TR/NA		JH1
					NUM DISCO AT 871-222-2515		
				08/23/10	10:48 CC/CC		JH1
					CB CHANGE 08-26-10 TO 08-30-10		
				08/24/10	12:54 MI/RC		RMS
					RMS GMACNV1-RECALL		
				08/24/10	12:54 CS/33		ROO
				08/24/10	12:54 TA/ GMB		ROO
				08/24/10	12:54 CC/CC		ROO
					RETURN GMACNV1-50269993		
				08/24/10	12:54 CC/CC RETURN CODE RC		ROO
				08/24/10	12:54 CC/CC		SYS
					RETURN GMACNV1-50269993		
				03/10/11	11:37 TA/CLO		ST1
				03/14/11	09:28 TA/ ZZ2		ST1
				03/14/11	19:00 MR/CO		AP1
					RECEIVED CIVIL CLASS ACTION		
				03/14/11	19:00 CC/CC HP-8		AP1
				03/14/11	19:00 CC/CC WP-1		AP1
				03/15/11	12:43 MR/CO		RR3
					RECD SUMMONS COMPLAINT VIA FEDEX-		
					FWD TO AMP FOR REVIEW		
				03/15/11	12:52 MR/CO		RR3
					REQ FOR BACKUP SENT		
				04/18/11	13:05 MR/CO		RR3
					RECD CORRESP VIA ART ATTY-FWD TO		
					MGR FOR REVIEW		

Date Printed: Jun 10, 2011

Exhibit G

